

The Honorable Richard A. Jones

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

NO. CR20-151RAJ

Plaintiff,

SUPERSEDING INFORMATION

V.

HADIS NUHANOVIC,

Defendant.

The United States Attorney charges that:

INTRODUCTION

1. Amazon.com, Inc. is a Seattle-based company that operates the Amazon Marketplace, one of world's largest online marketplaces. The Amazon Marketplace is an electronic commerce (or "e-commerce") digital platform, on which consumers can purchase goods, multimedia, and services, from online merchants. The merchants who make sales on the Amazon Marketplace include Amazon itself and "third-party" or "3P" sellers, the latter of which are non-Amazon individuals and entities.

2. Since at least 2017, the Defendants (that is, HADIS NUHANOVIC and the other defendants named in the Indictment in this case), and others known and unknown to the Grand Jury, have conspired to pay, and have paid, over \$150,000 in commercial bribes to complicit Amazon employees and contractors (collectively referred to herein as

1 “Amazon insiders”). In exchange for bribes, and the promise of such bribes, the Amazon
 2 insiders baselessly and fraudulently conferred tens of millions of dollars of competitive
 3 benefits upon hundreds of 3P seller accounts that the Defendants purported to represent
 4 in their capacity as prominent “consultants” to 3P sellers. Through this scheme, the
 5 Defendants intended to cause harm to Amazon, and to 3P sellers and consumers on the
 6 Amazon Marketplace, including by depriving Amazon of the exclusive use and
 7 confidentiality of its internal business information, interfering with Amazon’s ability to
 8 ensure the safety and authenticity of goods sold on the Amazon Marketplace, and
 9 impairing consumers’ access to accurate, reliable information about merchants and
 10 products on the Amazon Marketplace.

11 3. The Defendants are members of an interdependent community of 3P
 12 sellers, consultants to 3P sellers, and Amazon insiders who have accessed and coopted,
 13 without authorization and for private financial gain, the computer systems, processes, and
 14 information that regulate day-to-day operations of the Amazon Marketplace. Through
 15 the use of bribes, and the promise of bribes, the Defendants, and Amazon insiders,
 16 engaged in the following conduct, among other conduct:

17 a. **Stealing Amazon confidential business information:** Defendants,
 18 and other 3P sellers and consultants, bribed Amazon insiders to send them confidential
 19 information that the insiders misappropriated from Amazon’s protected networks,
 20 including a trove of internal standard operating procedures (SOPs) and Wikis. The stolen
 21 files included, among other things, the formulae for the algorithms that power the
 22 Amazon Marketplace search engine, Amazon’s product-review rankings, and the coveted
 23 “buy boxes” that list default sellers on particular product listings; the criteria that
 24 Amazon considers when determining whether to suspend or reinstate accounts or product
 25 listings; Amazon’s internal notes (or “annotations”) about hundreds of 3P accounts; and
 26 thousands of consumers’ and employees’ identities and contact information. The
 27 Defendants, and other 3P sellers and consultants, derived substantial commercial benefits
 28

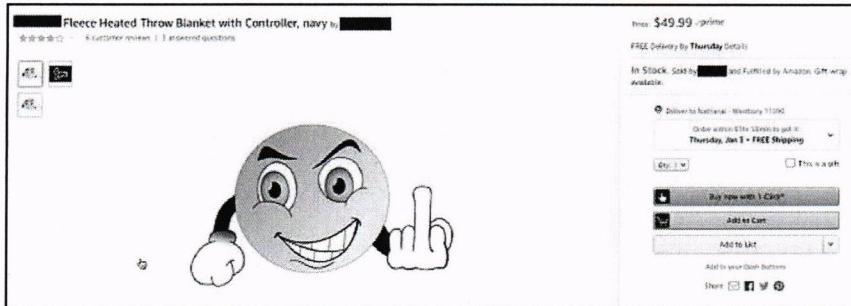
1 from the misappropriated information, including by sharing it within their professional
2 networks.

3 **b. Reinstating suspended 3P accounts and products:** Defendants,
4 and other 3P sellers and consultants, bribed Amazon insiders to reinstate merchant
5 accounts and product listings that Amazon had suspended in response to customer-safety
6 concerns, counterfeiting complaints from intellectual-property holders, the merchants'
7 manipulation of product reviews, and other violations of Amazon's policies and codes of
8 conduct. Since their baseless and fraudulent reinstatement, the previously suspended
9 merchant and product listings have generated over \$100 million dollars in total revenue
10 from sales on the Amazon Marketplace.

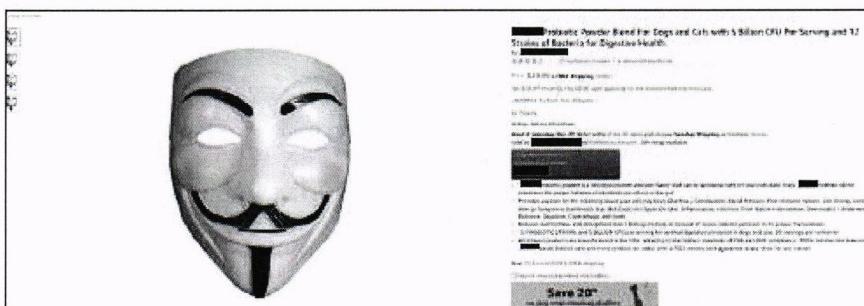
11 **c. Circumventing Amazon restrictions on 3P accounts:** Defendant's
12 Co-defendants, and other 3P sellers and consultants, bribed Amazon insiders to
13 circumvent and/or waive Amazon-imposed limitations and fees relating to the amount of
14 inventory, including hazmat inventory, oversized inventory, and long-term inventory, that
15 3P sellers may store at Amazon's warehouses and fulfillment centers. The Amazon
16 insiders also helped 3P sellers and consultants defraud Amazon into approving the 3P
17 sellers' requests to sell restricted products, such as dietary supplements, also referred to
18 as "ungating," on the basis of fraudulent and forged supplier invoices.

19 **d. Facilitating attacks against 3P sellers and product listings:**
20 Defendants, and other 3P sellers and consultants, bribed Amazon insiders to attack other
21 3P sellers and those sellers' product listings, in order to gain an unfair competitive
22 advantage over those victims and to settle other scores. To facilitate these attacks,
23 Amazon insiders shared competitive intelligence about the victim sellers' businesses,
24 products, and advertising strategies, with 3P sellers and their consultants; used their
25 inside access to Amazon's network to suspend the victim sellers' accounts and product
26 listings; and helped consultants flood the victims' product listings with content and
27 fraudulent customer reviews designed to hurt sales.
28

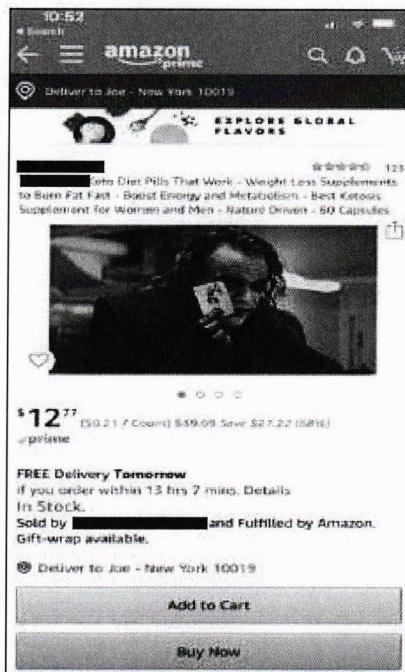
These attacks included self-styled “takedowns” against victim 3P sellers, through which the Defendant’s Co-defendants, and other 3P sellers and consultants, adulterated victims’ product listings with replacement, and in some cases lewd and offensive, content and images, designed to drive away consumers and intimidate the victims. Examples of such adulterated product listings are set forth below:



* * *



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The intended and actual impact of such adulteration attacks was to effectively incapacitate the 3P accounts.

A. THE AMAZON MARKETPLACE

4. The Amazon Marketplace consists of geographically defined online marketplaces, including a United States-based marketplace and a United Kingdom-based marketplace. Online consumers can browse millions of product listings on the Amazon Marketplace, place items in virtual shopping carts, complete purchases using credit cards and/or other forms of digital payment, arrange for products to be delivered to addresses that they designate, and return products to Amazon in exchange for a refund. Amazon provides consumers with a centralized search engine, categorized hyperlinks, online directories, and other digital tools, in order to navigate the Amazon Marketplace. Using a standardized format and organization, every product listing sets forth the relevant product's attributes, appearance, price, customer reviews, and an Amazon Standard Identification Number ("ASIN"), an alphanumeric identifier assigned to each product.

5. Merchants on the Amazon Marketplace consist of Amazon, as well as 3P sellers. 3P sellers pay Amazon fees in connection with making sales on the Amazon

1 Marketplace. To facilitate 3P sellers' operations, Amazon offers 3P sellers a range of
 2 additional fee-based services, including the "Fulfillment by Amazon" (or "FBA") service,
 3 through which Amazon stores inventory for 3P sellers, arranges for that inventory to be
 4 shipped to purchasers, and handles customer-service inquiries and returns. Amazon also
 5 assigns employees at its offices around the world to one or more "Seller Support" teams,
 6 which assist 3P sellers.

7 6. When registering an account with Amazon, 3P sellers provide Amazon
 8 with identifying information, which may include an email address, a form of
 9 identification that can be used to verify identity, a credit card, and a financial account to
 10 which Amazon can transmit sales proceeds. Products sold by 3P sellers may consist of
 11 (a) products that they acquire elsewhere and resell, in potential competition with other 3P
 12 sellers who engage in the sale of the same products; and (b) products that they sell under
 13 a registered "brand," in connection with a variety of brand-protection programs and
 14 services that Amazon may offer.

15 7. Amazon restricts the sale of certain categories of products, by requiring 3P
 16 sellers to obtain Amazon's approval before selling these items. Examples of restricted
 17 products include copyrighted multimedia, dietary supplements, over-the-counter
 18 medicines, and medical products. 3P sellers that seek to sell products in restricted
 19 product categories typically provide Amazon with invoices showing that they purchased
 20 these items from a bona fide supplier, in order to establish that the products they intend to
 21 sell are authentic, and that they are not engaging in retail arbitrage.

22 8. Amazon requires 3P sellers to agree to selling policies and codes of conduct
 23 as a condition to make sales on the Amazon Marketplace. Amazon's selling policies and
 24 codes of conduct prohibit 3P sellers from providing inaccurate information to consumers,
 25 manipulating product reviews, otherwise contacting consumers independently of
 26 Amazon, and attacking other 3P sellers and those sellers' product listings. In practice, a
 27 wide range of 3P seller conduct may violate these policies and codes of conduct,
 28 including: (a) the sale of unsafe products; (b) the sale of used or refurbished products that

1 are marketed as “new”; (c) the sale of counterfeit products; (d) 3P sellers’ infringement of
 2 intellectual-property rights in product listings, product packaging, and products; and (e)
 3 3P sellers’ manipulation of product reviews, including by posing falsely as product
 4 purchasers, and offering gifts to consumers in exchange for their agreement favorably to
 5 post or revise product reviews.

6 9. Amazon also maintains, including on computers and servers located in the
 7 Western District of Washington, a wide array of information about 3P sellers and their
 8 products, including price and sales history, product-review history, the rate at which
 9 customers return 3P sellers’ products and the reasons that consumers provide for such
 10 returns, 3P sellers’ timeliness in delivering products to customers and refreshing their
 11 inventory of products that Amazon stores at its warehouses, and identifying information
 12 regarding customers. 3P sellers have access to some information about their own 3P
 13 accounts and products, including product-specific data regarding their revenues over
 14 time. Amazon does not, however, provide 3P sellers with access to non-public merchant-
 15 specific and/or product-specific information about other 3P sellers; nor does it provide 3P
 16 sellers with the contact information for customers who review their products.

17 10. Amazon uses algorithms to control the operation of various aspects of the
 18 Amazon Marketplace, including, in particular, the Amazon Marketplace’s central search
 19 engine, the prominence of merchants and product reviews in product listings, limits on 3P
 20 sellers’ ability to store different types of inventory in Amazon’s warehouses, and the
 21 potential suspension of 3P accounts or their product listings. For instance, Amazon’s
 22 central search engine may rank product listings in response to customer queries, in part
 23 by reference to “keywords” that 3P sellers use to designate their product listings. The
 24 “buy box” on a product listing may provide consumers with a default seller who has a
 25 long history of positive customer reviews and timely product deliveries. In addition, the
 26 most prominent product review shown on a product listing may be one that is recent,
 27 lengthy, and voted “helpful” by other consumers. Amazon takes reasonable measures to
 28 maintain the confidentiality of information about the algorithms and other systems that

1 control the Amazon Marketplace, including by restricting access to this information and
 2 by marking it confidential, and such information derives independent economic value
 3 from its secrecy.

4 11. Amazon uses “suspensions” to regulate 3P sellers and products on the
 5 Amazon Marketplace. Various teams within Amazon, and the employees and contractors
 6 that compose those teams, have the authority to suspend 3P sellers and products for
 7 reasons that can include product safety, intellectual-property violations, the sale of
 8 restricted products without first obtaining Amazon’s preapproval through the use of a
 9 legitimate supplier invoice, improper contact with consumers, and review manipulation.
 10 Suspensions may be temporary, *e.g.*, in order to provide Amazon time to inspect a
 11 product that consumers have identified as unsafe. Suspensions may also be conditional
 12 upon the relevant 3P seller supplying a “plan of action” to Amazon that adequately
 13 explains the cause of the conduct that gave rise to the suspension and satisfactory
 14 remedial measures. In certain cases, suspensions may be permanent. Amazon provides
 15 3P sellers the option to appeal from (or “escalate”) adverse suspension decisions.

16 12. Amazon’s computer network includes tools that enable authorized
 17 employees and contractors to suspend 3P sellers and products, receive and review “plans
 18 of action” from suspended 3P sellers, and to revive (or “reinstate”) suspended 3P sellers
 19 and product listings. Amazon requires employees and contractors with access privileges
 20 to these tools only to use those privileges in furtherance of their job responsibilities, and
 21 prohibits them from using those access privileges in furtherance of any private,
 22 pecuniary, objective. Amazon further requires employees and contractors not to provide
 23 outsiders with access to the tools that they use in connection with the regulation of 3P
 24 sellers and products on the Amazon Marketplace. Amazon also provides SOPs, Wikis,
 25 and other written guidance, to its employees and contractors in connection with their
 26 regulation of the Amazon Marketplace. Amazon takes reasonable measures to maintain
 27 the confidentiality of these SOPs, Wikis, and other written guidance, including by

1 restricting access to this information and by marking it confidential, and such information
 2 derives independent economic value from its secrecy.

3 13. Amazon keeps a record of each 3P seller's suspension and reinstatement
 4 activity (and other related information about the merchant's account and product listings)
 5 in a running log of annotations, referred to herein as an "annotation history." Annotation
 6 histories may reflect confidential complaints from other 3P sellers and/or customers,
 7 details of Amazon's internal investigation regarding the relevant 3P account, a record of
 8 account or product suspensions, and a record of account or product reinstatements.
 9 Amazon does not make annotation histories available to 3P sellers, and otherwise
 10 restricts access to those annotation histories to the employees and contractors whose roles
 11 and responsibilities include the regulation of the Amazon Marketplace.

12 14. The Amazon employees, contractors, and computers that play a role in the
 13 processes described in this section are located in the Western District of Washington and
 14 elsewhere.

15 **B. THE DEFENDANTS**

16 15. Ephraim Rosenberg ("Rosenberg"), also known as ("aka") "Ed Rosenberg,"
 17 is a resident of Brooklyn, New York, and the owner of Effyzaz, Inc. ("Effyzaz"), a New
 18 York company. Rosenberg has purported to provide fee-based consulting expertise to 3P
 19 sellers, including through a service named "Amazon Sellers Group TG" ("ASGTG"). In
 20 addition to providing individualized consulting to 3P sellers, Rosenberg has hosted an
 21 annual 3P seller conference in Brooklyn, has provided informational digital videos about
 22 3P sales through an account on the video-sharing website www.youtube.com, and has
 23 hosted interactive 3P consulting webinars.

24 16. Joseph Nilsen ("Nilsen") is a resident of New York, New York, and is the
 25 founder and Chief Executive Officer ("CEO") of Digital Checkmate, Inc. ("Digital
 26 Checkmate"), a New York company. Nilsen has purported to provide fee-based
 27 consulting expertise to 3P sellers, including by advising 3P sellers regarding their online
 28 product offerings on the Amazon Marketplace, providing competitive intelligence to 3P

1 sellers, devising marketing campaigns for 3P sellers, and assisting and/or representing 3P
 2 sellers in connection with the suspension of their accounts and product listings. Nilsen
 3 also has made sales on the Amazon Marketplace through numerous 3P accounts in his
 4 name, the names of others, and dozens of aliases that he uses in order to conceal his
 5 identity and his association with the 3P accounts from Amazon.

6 17. HADIS NUHANOVIC (“NUHANOVIC”) is a resident of Acworth,
 7 Georgia, and is the owner of Buddibox, LLC (“Buddibox”), a Georgia company.
 8 NUHANOVIC operated a 3P account under the name “Buddibox” between in or around
 9 October 2013 and in or around August 2018, when Amazon suspended the account for
 10 fraud. After August 2018, NUHANOVIC continued to operate 3P accounts under
 11 various aliases that he used to conceal his identity and his association with the 3P
 12 accounts from Amazon. NUHANOVIC also has offered fee-based consulting services to
 13 other 3P sellers.

14 18. Kristen Leccese (“Leccese”) is a resident of New York, New York, and
 15 marketed herself as the Vice President of Digital Checkmate. In conjunction with Nilsen,
 16 NUHANOVIC, and others, Leccese assisted in providing consulting services and also has
 17 operated numerous 3P accounts on the Amazon Marketplace.

18 19. Rohit Kadimisetty (“Kadimisetty”) is a resident of Northridge, California.
 19 Between in or around September 2014 and in or around December 2015, Kadimisetty
 20 worked as an Amazon Seller Support Associate in Hyderabad, India. After on or about
 21 January 2017, Kadimisetty lived in California and provided consulting services for 3P
 22 sellers.

23 20. Nishad Kunju (“Kunju”), aka “Tina” and “Jonathan Li,” is a resident of
 24 Hyderabad, India. Until his termination in or around August 2018, Kunju worked as an
 25 Amazon Seller Support Associate in Hyderabad, India. In this position, before his
 26 termination in or about August 2018, Kunju helped manage the operation of the Amazon
 27 Marketplace, and was granted restricted access to tools and files on the Amazon network
 28 relevant to his roles and responsibilities. Such access privileges enabled him to review

1 and download internal Amazon SOPs and Wikis, review and download data regarding 3P
2 sellers and products, enforce suspensions against 3P sellers and products, and reverse
3 certain enforcement actions. After his August 2018 termination, Kunju performed fee-
4 based consulting for 3P sellers, including through Nilsen, NUHANOVIC, and others
5 known and unknown.

6 **COUNT 1**
7 **(Conspiracy)**

8 21. The allegations contained in Paragraphs 1 through 20 of this Superseding
9 Information are re-alleged and incorporated as if fully set forth herein.

10 **A. THE OFFENSE**

11 22. Beginning at a date unknown, but no later than July 2017, and continuing
12 through September 2020, at Seattle, within the Western District of Washington, and
13 elsewhere, the Defendants, Ephraim Rosenberg, Joseph Nilsen, HADIS NUHANOVIC,
14 Kristen Leccese, Rohit Kadimisetty, and Nishad Kunju, and others known and unknown,
15 did knowingly and intentionally combine, conspire, confederate, and agree together to
16 commit offenses against the United States, to wit:

17 a. to use a facility in interstate and foreign commerce, namely, the
18 wires, with the intent to promote, manage, establish, carry on and facilitate the
19 promotion, management, establishment, and carrying on of an unlawful activity, that is,
20 Commercial Bribery, in violation of New York Penal Code Section 180.03, and California
21 Penal Code § 641.3, in violation of Title 18, United States Code, Section 1952(a)(3)(A).

22 **B. OBJECTS OF THE CONSPIRACY**

23 23. It was an objective of the conspiracy to provide 3P sellers with an
24 illegitimate competitive advantage on the Amazon Marketplace, and to benefit those 3P
25 sellers' financially, by gaining unauthorized access to the systems, processes, and
26 information that regulate the Amazon Marketplace, and using that access baselessly and
27 fraudulently to benefit certain 3P accounts and product listings and to harm other 3P
28 accounts and product listings.

1 24. It was an objective of the conspiracy to enhance the marketability and
2 financial success of consulting operations to 3P sellers that relied on recruiting Amazon
3 insiders, providing bribes and promises of bribes to those insiders, and obtaining benefits
4 from those insiders in exchange for bribes and the promise of bribes.

5 25. It was an objective of the conspiracy to conceal, protect, and perpetuate the
6 commercial success of 3P sellers and consultants who relied on commercial bribery and
7 unauthorized access to Amazon's protected computer network.

8 **C. MANNER AND MEANS OF THE CONSPIRACY**

9 26. The manner and means used to accomplish the conspiracy included the
10 following:

11 a. It was part of the conspiracy that the Defendants, and others known
12 and unknown to the Grand Jury, collaborated to provide fee-based consulting services to
13 3P sellers.

14 b. It was part of the conspiracy that the Defendants, and others known
15 and unknown, recruited Amazon employees and contractors to accept bribes. It was
16 further part of the conspiracy that such recruitment relied on information that other
17 Amazon insiders misappropriated from Amazon's protected computer network regarding
18 employees' and contractors' identities, roles, and contact information. It was further part
19 of the conspiracy that such recruitment targeted employees and contractors with roles,
20 responsibilities, knowledge, and access privileges that would be commercially valuable to
21 the consultants and the consultants' 3P clients, including access to computer systems,
22 tools, processes, and information on Amazon's protected computer network that could
23 help secure an unfair competitive advantage over other 3P sellers.

24 c. It was part of the conspiracy that, in exchange for bribes and the
25 promise of bribes, Amazon insiders provided the Defendants, and others known and
26 unknown, with unauthorized access to Amazon protected computers and Amazon files,
27 systems, servers, and computer networks, all of which were used in and affecting
28 interstate or foreign commerce or communication.

1 d. It was part of the conspiracy that the Defendants employed a variety
 2 of methods designed to conceal their communications, identity, and participation in the
 3 scheme. Such techniques included, but were not limited to, (i) using encrypted
 4 messaging platforms, such as WhatsApp, WeChat, Signal, and Telegram; (ii) creating
 5 email and other accounts, using aliases, for limited use between compartmentalized
 6 participants in the scheme; (iii) using shared cloud-based documents and file storage
 7 services; and (iv) communicating through draft and unsent email messages to avoid the
 8 transmission of emails that could be traced by law-enforcement agents.

9 e. It was part of the conspiracy that, without Amazon's knowledge or
 10 consent, the Defendants, and others known and unknown, paid, and offered to pay, bribes
 11 to Amazon employees for the purpose of influencing their conduct in relation to their
 12 employment, specifically, in order to benefit 3P accounts operated by the members of the
 13 conspiracy and their clients, and to cause harm to Amazon.

14 f. It was part of the conspiracy that the Defendants, and others known
 15 and unknown, transmitted, routed, and received bribes using various means, including but
 16 not limited to bulk cash transfers, personal and cashier's checks, standard bank wires,
 17 payment processing services like Payoneer, and online remittance and transfer services,
 18 such as PayPal, Remitly, Xoom, Transfast, and MoneyGram.

19 g. It was part of the conspiracy that the Defendants, and others known
 20 and unknown, used aliases, apparently unrelated intermediaries, and false and fraudulent
 21 identifiers and information in order to conceal the transmission, routing, and receipt of
 22 bribes. Such concealment included, but was not limited to, Rosenberg's use of a PayPal
 23 account registered under the name "Tom Landry," NUHANOVIC's use of a PayPal
 24 account under the name "Vinara," registered under his wife's name, and the Amazon
 25 insiders' use of Remitly, MoneyGram, and bank accounts registered under the names of
 26 their associates and family members.

27 h. It was part of the conspiracy that, in exchange for bribes and the
 28 promise of bribes, Amazon insiders provided the Defendant's Co-defendants, and others

1 known and unknown, with access devices, including the insiders' credentials and network
2 access privileges, which could be and were indeed used to gain unauthorized access to
3 Amazon protected computers.

4 i. It was part of the conspiracy that the Defendants marketed to 3P
5 sellers and other consultants their access to Amazon insiders.

6 j. It was part of the conspiracy that the Defendants referred 3P sellers
7 to each other, to other consultants, to other 3P sellers, and to Amazon insiders, such that
8 the Defendants were mutually interdependent upon each other for continued commercial
9 success.

10 k. It was part of the conspiracy that, in exchange for bribes and the
11 promise of bribes, Amazon insiders provided consultants and 3P sellers, including the
12 Defendants, with confidential information taken from Amazon's protected computers.
13 The information obtained through these acts of misappropriation included, but was not
14 limited to:

15 i. SOPs, Wikis, and information regarding Amazon's internal
16 algorithms, systems, and teams;

17 ii. client 3P account information, including annotations,
18 performance reports, and pending enforcement actions;

19 iii. competitor 3P account information, including the identity and
20 personal identifiers of account owners and operators, performance data, and disciplinary
21 history;

22 iv. customer information, including identifying and contact
23 information for consumers/buyers and restricted data regarding customer reviews and
24 complaints on particular 3P accounts;

25 v. employee information, including contact information and
26 organizational charts for particular groups or teams within Amazon;

27 vi. enforcement actions and other measures taken by Amazon to
28 regulate and remediate the Amazon Marketplace; and,

1 vii. suppliers, inventory, sales prices, revenues, profit margins,
 2 advertising reports, and other records and information about particular goods and product
 3 listings on the Amazon Marketplace, including copies of legitimate invoices from *bona*
 4 *fide* suppliers submitted by other 3P sellers in relation to restricted categories.

5 1. It was part of the conspiracy that, in exchange for bribes and the
 6 promise of bribes, Amazon insiders agreed to facilitate the baseless and fraudulent
 7 reinstatement of 3P seller accounts and product listings, including by:

8 i. On behalf of Defendant's Co-defendants, sending one or
 9 more commands through Amazon's internal computer network (in a process the
 10 conspirators called "flick[ing] the switch"), which resulted in the reinstatement of 3P
 11 accounts and product listings, and enabled those 3P accounts and product listings
 12 immediately to resume sales on the Amazon Marketplace.

13 ii. Entering false and fraudulent notes and annotations in
 14 Amazon's internal computer network, which caused other Amazon employees and
 15 contractors to conclude that reinstatement was required under Amazon's policies.

16 iii. Assigning affected 3P sellers' plans of action to themselves
 17 by instructing the 3P sellers and their representatives to submit plans of action to Amazon
 18 at a date and time when an Amazon insider could log into Amazon's computer network
 19 and self-assign the project to themselves before any other employee or contractor could
 20 do so. Following such self-assignment, Amazon insiders approved the otherwise
 21 fraudulent or inadequate plans of action. If their access privileges did not permit them to
 22 approve the plans of action, the Amazon insiders held such plans of action in abeyance in
 23 an effort to identify other Amazon insiders who were willing to approve the plans of
 24 action.

25 iv. Drafting fraudulent plans of action for 3P sellers, which used
 26 materially false statements, representations, and omissions, to induce Amazon to reinstate
 27 the affected 3P seller accounts and product listings, including by asserting falsely that the
 28 3P sellers lacked any knowledge or control of the conduct that had given rise to the

1 underlying suspension and/or that one or more employees or contractors of the 3P sellers
2 had committed that conduct without appropriate authority.

3 m. It was part of the conspiracy that the Defendants, and others known
4 and unknown, used bribes, the promise of bribes, misappropriated information from
5 Amazon's protected computer network, and materially false statements, representations,
6 and omissions, to manipulate the reviews that appeared on product listings on the
7 Amazon Marketplace. These acts of review manipulation included:

8 i. Amazon insiders' transmission of commands, on behalf of
9 Defendant's Co-defendants, to Amazon's protected computer network, which resulted in
10 the deletion of negative product reviews from product listings.

11 ii. Using misappropriated information from Amazon's protected
12 computer network regarding consumers' contact information, in order to induce or
13 intimidate consumers to revise or remove negative product reviews.

14 iii. Using misappropriated information from Amazon's protected
15 computer network about the operation of Amazon's review-ranking algorithm to engineer
16 reviews to appear legitimate, when in truth and in fact, they were not legitimate. For
17 instance, the Defendants, and others known and unknown, attempted to trick Amazon's
18 review-ranking algorithm into believing that fraudulent product reviews had been posted
19 by *bona fide* purchasers, including by "aging" buyer accounts through a pattern of
20 fictitious product purchases of an extended duration of time, buying products and
21 directing Amazon to sell them to random residential addresses in an effort to make it look
22 like a real purchase had occurred, using other buyer accounts to rate fictitious reviews as
23 "helpful," and concealing their control over the accounts through the use of digital tools
24 like virtual private networks and virtual machines. Through this process, the Defendants,
25 and others known and unknown, caused fictitious positive reviews to appear frequently
26 and prominently in beneficiary 3P sellers' products listings and caused fictitious negative
27 product reviews to appear frequently and prominently in victim 3P sellers' product
28 listings.

1 iv. Using misappropriated information from Amazon's protected
 2 computer network, including Amazon's SOPs, to take action designed to induce Amazon
 3 into concluding falsely that victim 3P seller accounts had violated Amazon's prohibition
 4 against review manipulation, resulting in the baseless and fraudulent suspension of those
 5 victim 3P sellers. More specifically, the Defendants, and others known and unknown,
 6 used digital tools fraudulently to make it appear as if accounts controlled by digital
 7 devices operating from victim 3P sellers' offices had posted exceedingly positive product
 8 reviews on those victim 3P sellers' product listings.

9 n. It was part of the conspiracy that the Defendants, and others known
 10 and unknown, used bribes, the promise of bribes, misappropriated information from
 11 Amazon's protected computer network, and materially false statements, representations,
 12 and omissions, to attack 3P seller accounts and their product listings, to gain a
 13 competitive advantage and to settle scores.

14 o. It was part of the conspiracy, in exchange for bribes and the promise
 15 of bribes, Amazon insiders misappropriated legitimate supplier invoices that 3P sellers
 16 submitted to Amazon in furtherance with successful requests to sell restricted product
 17 categories on the Amazon Marketplace. It was further part of the conspiracy that, after
 18 obtaining these misappropriated legitimate supplier invoices, the Defendants, and others
 19 known and unknown to the Grand Jury, altered the invoices to make it appear as if 3P
 20 seller accounts that they owned and controlled, and that their clients owned and
 21 controlled, were the counterparties to the sales reflected in those invoices. It was further
 22 part of the conspiracy that the Defendants, and others known and unknown to the Grand
 23 Jury, sent the altered invoices to Amazon in order successfully to defraud Amazon into
 24 granting 3P seller accounts approval to make sales in restricted product categories.

25 p. It was part of the conspiracy that, in exchange for bribes and the
 26 promise of bribes, Amazon insiders, on behalf of Defendant's Co-defendants, effectively
 27 eliminated limits on 3P seller accounts' ability to store hazmat inventory, oversized
 28 inventory, and long-term inventory in Amazon's warehouses.

1 q. It was part of the conspiracy that, in exchange for bribes and the
2 promise of bribes, Amazon insiders, on behalf of Defendant's Co-defendants, erased
3 shipping tracking information from Amazon's computer network, which induced
4 Amazon falsely to conclude that it had not returned certain inventory to 3P sellers, and to
5 reimburse those sellers for inventory that Amazon falsely believed had been lost in
6 transit.

7 r. It was part of the conspiracy that Defendants concealed the scheme
8 and the underlying conduct, including the use of complicit insiders, from being
9 discovered by Amazon and others.

10 s. It was part of the conspiracy that Defendants secured a commercial
11 advantage and private financial gain, both for themselves and for their clients. The value
12 of the information misappropriated through their access to protected Amazon networks
13 far exceeded \$5,000 in any one year period.

14 t. It was part of the conspiracy that Defendants caused economic harm
15 to Amazon, to sellers on the Amazon Marketplace, and to consumers who purchased
16 goods from 3P sellers improperly aided through illicit means described herein. The
17 economic impact of the scheme was substantial, estimated in excess of \$100 million.
18 That economic impact consisted of sales earned by products and 3P sellers following
19 their improper reinstatement, financial harm endured by 3P sellers as a result of attacks
20 against them, and costs to Amazon.

21 **D. OVERT ACTS**

22 27. In furtherance of the conspiracy, and to achieve the objects thereof, the
23 Defendants, and others known and unknown to the Grand Jury, did commit, and cause to
24 be committed, the following overt acts, within the Western District of Washington and
25 elsewhere.

26 28. Dating back to at least 2017, members of the conspiracy collaborated,
27 conspired, and aided and abetted one another, and others, to provide a variety of services
28 to manipulate the Amazon Marketplace and to confer benefits and advantages to certain

1 3P accounts, through use of insiders and unauthorized access to protected computers and
2 the confidential data and information stored thereon. Such conduct involved, but was not
3 limited to, the following representative acts:

4 a. On or about January 13, 2018, Nilsen sent Rosenberg an email
5 discussing the cost of certain account suspension reinstatements, which included an
6 amount purportedly for the Amazon insiders plus a surcharge for Rosenberg and Nilsen.
7 For instance, Nilsen stated: “They want 5.5k for any Jeff B Final Word reinstatement and
8 I am being honest with you which I hope you respect I think it is fair to tack on 1k – so
9 the reinstatements would be 6.5k. Regarding timeframe, they aren’t going to commit to
10 any times. They work very fast, though.”

11 b. On or about February 5, 2018, Nilsen sent an email to Rosenberg
12 instructing Rosenberg to submit a plan of action seeking reinstatement related to a 3P
13 account at a particular time, so that one of Nilsen’s “guys” at Amazon could assign the
14 plan of action to himself.

15 c. On or about February 6, 2018, Nilsen sent Rosenberg an email
16 stating: “Alright... I wouldn’t tell your boy that it’s going to be reinstated right away so
17 he’s not disappointed if my guys has a natural delay ... but between me and you, very
18 good chance response will come back by 12:45A.” Later the same date, at approximately
19 12:50 a.m. ET, Nilsen sent Rosenberg an email stating “It’s done.” In a subsequent
20 email, Nilsen stated, “Let me pay the guy first thing tomorrow – let it reach him – and
21 then run more accounts by him.”

22 d. On or about February 6, 2018, a bank account registered to
23 Rosenberg’s company Effyzaz wired \$9,730 to a bank account registered to Nilsen’s
24 company Digital Checkmate.

25 e. On or about February 14, 2018, Rosenberg sent Nilsen an email
26 stating that Rosenberg’s accumulated tab with Nilsen was “7700 total,” which included
27 “1200” for “fruit,” a term Rosenberg used to describe annotation histories

1 misappropriated from Amazon's network, and additional amounts for other services, such
2 as the fraudulent increases in hazmat storage limits for a 3P account.

3 f. On or about February 15, 2018, Rosenberg sent Nilsen and Leccese
4 a suitcase containing approximately \$8,000 in cash, through the ride-sharing application
5 Uber.

6 g. On or about March 5, 2018, Rosenberg sent Nilsen an email
7 requesting the alteration of internal Amazon records for a 3P account, stating: "is there a
8 way to have this case deleted 4910461581?" Nilsen responded to Rosenberg by email
9 affirmatively, stating: "They will make this go away – case w/ associated email will be
10 gone from case log. 2k confirmed right they are about to handle it."

11 h. On or about March 22, 2018, Nilsen sent Rosenberg an email stating
12 that the task of resetting a 3P account's hazmat storage quotas "will be done in 15
13 minutes – one of the guys with the tool starts at 1 est he'll bang it out as soon as he gets
14 in."

15 i. On or about June 26, 2018, Nilsen sent an email to Rosenberg
16 bearing the subject line "Two-Fer Tuesdays – Exclusive Deal for Mr. Ed Rosenberg." In
17 the email, Nilsen explained that "a bunch of friends" were covering for others in a
18 particular Amazon department and would be able to expedite certain suspension
19 reinstatements. Nilsen described the opportunity as follows: "This is like a lightning
20 deal on crack... To be clear, this is Kobe laying it up and Shaque [sic] coming in to
21 crush the backboard. If approved, all cases will be slammed [sic] dunk."

22 j. On or about November 2, 2018, another consultant, also based in
23 New York, with whom the Defendant's Co-defendants frequently collaborated
24 ("Consultant-1"), sent Nilsen a WhatsApp message requesting the "customer contact info
25 for 500 ppl that left negative reviews" on a particular 3P account listing, noting "he is
26 willing to pay big bucks. You interested in it ?" Consultant-1 further shared a link to the
27 3P seller's product listing and explained that the requested confidential Amazon customer
28

1 information would be used by the 3P account operator to attempt to “remove negative
2 reviews.”

3 k. On or about November 14, 2018, Consultant-1 sent Nilsen a
4 WhatsApp message requesting internal Amazon information regarding a particular
5 product listing suspended by Amazon as an “unapproved medical device.” In response,
6 Nilsen sent multiple photographs of a computer monitor displaying internal Amazon files
7 regarding the particular suspension action.

8 **Examples of Misappropriation of Internal Files and Information**

9 29. In furtherance of the course of this conspiracy, members of the conspiracy
10 misappropriated, shared, and disseminated internal confidential and propriety records and
11 information from protected computers on Amazon networks. This misappropriation,
12 through unauthorized access to Amazon’s protected computers, involved, but was not
13 limited to, the following representative acts:

14 a. On or about February 4, 2019, an Amazon insider logged into
15 Amazon’s confidential internal Wiki database under his Amazon username. The insider
16 downloaded an HTML page from Amazon’s confidential internal Wiki database. The
17 document, which was marked “Amazon Confidential,” described an internal Amazon
18 algorithm and formula to determine how product reviews are placed vis-à-vis other
19 product reviews. Later the same date, the insider sent an email to Nilsen and Kunju
20 attaching the misappropriated Wiki page, along with other confidential internal files
21 misappropriated from Amazon’s computer network.

22 b. On or about February 4, 2019, Nilsen sent an email to a 3P seller for
23 whom the Defendant’s Co-defendants provided repeated services (“Client-2”) attaching a
24 PDF file containing the misappropriated data that the Amazon insider had sent to Nilsen
25 and Kunju earlier that same day. Nilsen’s email to Client-2 bore the subject line “Please
26 do not give to the cool kids/made men – they do not deserve this.” The stolen Amazon
27 information was contained in an attachment bearing the file name “Soccer Schedule.pdf.”
28

1 Later the same date, Client-2 sent Nilsen a Facebook message, stating: “You are a
2 freaking magician. Will you please coach my kids soccer team?”

3 c. On or about February 21, 2019, Nilsen emailed Rosenberg a
4 hyperlink to an encrypted PDF containing the misappropriated data that an Amazon
5 insider emailed to Nilsen earlier that day. Rosenberg responded to Nilsen, stating: “wow
6 – cool” and “how much I owe you?” Nilsen responded, stating “they are doing 175 per
7 ... 350.”

8 d. On or about February 21, 2019, Rosenberg sent \$350 to Nilsen over
9 the online payment service, PayPal.

10 e. On or about February 23, 2019, a Remitly account registered to
11 Leccese transferred \$2,500 to an India bank account registered to a third-party, which
12 included amounts payable to the Amazon insider. In a WhatsApp chat, Nilsen and
13 Leccese discussed sending funds to a “soldier” through this bank account. Leccese
14 agreed to execute the transfer.

Examples of Reinstatements

16 30. **Client-1:** On multiple occasions, members of the conspiracy collaborated
17 on reinstatements, attacks, and other services for a 3P seller (“Client-1”). For instance, in
18 June 2018, members of the conspiracy obtained the reinstatement of Client-1’s account,
19 which had been suspended for review manipulation. This reinstatement involved, but
20 was not limited to, the following representative acts:

21 a. On or about June 6, 2018, an insider sent NUHANOVIC a
22 WhatsApp message conveying internal Amazon information and documents regarding
23 Amazon’s enforcement actions. Later, on or about June 13, 2018, NUHANOVIC sent
24 \$3,700 to that insider through MoneyGram.

25 b. On or about June 9, 2018, Nilsen sent Kunju a WhatsApp message
26 agreeing to pay Kunju “2/3” of the fee paid by Client-1 for the reinstatement of its
27 suspended 3P account. The following day, Kunju confirmed that he “pinged someone
28 [about Client-1’s reinstatement] bro.. he said he’s looking into it.”

1 c. On or about June 12, 2018, Client-1 submitted to Amazon a plan of
 2 action containing knowingly false and fraudulent representations, which Nilsen, Leccese,
 3 Kunju, and others, prepared on its behalf. Among other things, the plan of action
 4 represented that the 3P account had utilized a “third-party early reviewer program” that
 5 caused the violation of Amazon policies.

6 d. On or about June 25, 2018, Kunju sent a WhatsApp message to
 7 Nilsen regarding Client-1, stating: “I’ll get that done today bro ... Today people shud be
 8 online.” Later the same date, Amazon reinstated Client-1’s 3P account.

9 31. In early December 2018, Amazon suspended Client-1’s 3P account again
 10 for suspected account manipulation. In December 2018 and January 2019, members of
 11 the conspiracy collaborated to obtain the reinstatement of Client-1’s 3P seller account,
 12 once again using illicit means. Client-1 agreed to pay, and did pay, the Defendants a total
 13 of \$200,000, in exchange for successful account reinstatement. In order to achieve the
 14 reinstatement, the Defendants accessed and obtained internal information about
 15 Amazon’s suspension determination regarding Client-1 and, using such information,
 16 advised and assisted Client-1 in preparing reinstatement requests (plans of action), which
 17 included materially false statements. Through Amazon insiders, the Defendants tracked
 18 and managed the progress of Client-1’s appeal. This reinstatement involved, but was not
 19 limited to, the following representative acts:

20 a. On or about December 9, 2018, Kunju sent Nilsen a WhatsApp
 21 message conveying information about Client-1’s account, including account annotations,
 22 that an insider had misappropriated from Amazon’s protected network.

23 b. On or about December 10, 2018, Nilsen emailed NUHANOVIC a
 24 draft plan of action prepared on Client-1’s behalf, which contained knowingly false
 25 statements. Nilsen and NUHANOVIC further discussed aspects of the plan of action that
 26 were “made up.” Later the same day, NUHANOVIC and Client-1’s principal discussed
 27 payment of \$200,000 in exchange for the successful reinstatement of Client-1’s account.
 28

1 For instance, Client-1's principal stated to NUHANOVIC in a WeChat message: "Tell
2 them, we will do 200k."

3 c. On or about December 18, 2018, Nilsen and NUHANOVIC
4 discussed over WhatsApp the status of Client-1's reinstatement. For instance, Nilsen
5 explained that one of his contacts had "tucked it [the pending plan of action] away" until
6 they could "find the right person to reinstate" the account.

7 d. On or about December 28, 2018, Nilsen and representatives of
8 Client-1 participated in a teleconference with members of Amazon's seller support team
9 in Seattle, Washington, regarding Client-1's suspension.

10 e. On or about January 8, 2019, Rosenberg contacted one or more
11 Amazon employees regarding Client-1's suspension. For instance, in an email sent to an
12 Amazon employee located in Seattle, Washington, Rosenberg included various
13 representations regarding Client-1 and a link to a video, which he created, of Client-1's
14 representative, which contained false statements.

15 f. On or about January 9, 2019, Nilsen informed a representative of
16 Client-1 that Client-1's account would be reinstated, stating, among other things: "Please
17 don't tell people this ... Your account manager or somebody hears that you knew that
18 you were getting reinstated and she could really screw you." Later that same day,
19 Amazon reinstated Client-1's 3P account.

20 g. On or about January 9, 2019, Client-1's agent sent Nilsen a WeChat
21 message stating: "rather transfer not happening in usa," "better in Hongkong or India. U
22 know what I mean. Cash is too much very risky move too."

23 h. On or about January 9, 2019, a bank account registered to Client-1
24 wired \$55,000 to a bank account registered to NUHANOVIC. Later the same date, the
25 bank account registered to NUHANOVIC transferred \$55,000 to a bank account
26 registered to Rosenberg's company, Effyzaz.

27 i. On or about January 11, 2019, Nilsen and NUHANOVIC discussed
28 Client-1's reinstatement over WhatsApp, with Nilsen stating "That account was fucked

1 beyond fucked ... does he know how lucky he is that his Asian partner got in touch with
2 some guy in atl who got in touch with some guy in ny who got in touch with some
3 [redacted] out of Brooklyn who got in touch with somebody high up and paid them off to
4 save his account."

5 j. On or about January 12, 2019, a Hong Kong bank account controlled
6 by Client-1 wired \$145,000 to a Hong Kong bank account controlled by NUHANOVIC's
7 associate.

8 k. On or about January 18, 2019, a Hong Kong bank account controlled
9 by NUHANOVIC's associate made two fund transfers, namely, (i) \$71,460 to a bank
10 account registered to NUHANOVIC's company, Buddibox, and (ii) \$71,460 to a bank
11 account registered to Nilsen's company, Digital Checkmate.

12 l. On or about January 18, 2019, a Remitly account registered to
13 Leccese transferred \$2,900 to an India bank account registered to Kunju.

14 32. **Client-2:** On multiple occasions, Defendant's Co-defendants collaborated
15 on reinstatements and other services for a 3P seller (Client-2), whose seller accounts had
16 been suspended for various violations of Amazon policies. These reinstatements
17 involved, but were not limited to, the following representative acts:

18 a. On or about July 28, 2018, Client-2 sent a Facebook message to
19 Nilsen regarding Amazon's suspension of a dietary-supplement product on Client-2's
20 primary 3P seller account for product compliance reasons.

21 b. On or about July 29, 2018, Kunju sent Nilsen a WhatsApp
22 messaging confirming that he would assist with reinstatement, stating "I am in bro. Let's
23 make some money." Later the same date, Kunju sent a command from his Amazon
24 workstation to Amazon's protected computer network, which resulted in the
25 reinstatement of Client-2's 3P account's suspended product listing.

26 c. On or about February 24, 2019, Client-2 sent Nilsen a Facebook
27 message, stating "Another urgent situation ☺. My BEST SELLER just went down."
28 Later the same date, Nilsen responded "reinstated bro," attaching a screenshot of a chat

1 between Nilsen and an insider, which contained a photograph of a computer logged into
2 Amazon's protected computer network.

3 d. On or about February 24, 2019, Client-2 sent Nilsen a Facebook
4 message, stating: "Wowow. That was a record. PayPal address please ☺ I would like
5 to tip, please tell me appropriate amount. I think it's only right." Nilsen responded to
6 Client-2, stating: "I have to pay this guy \$500."

7 e. On or about February 24, 2019, Client-2 sent \$500 to Nilsen over the
8 online payment service, PayPal.

9 33. **Client-3:** On multiple occasions, Defendant's Co-defendants collaborated
10 on reinstatements and other services related to a 3P seller ("Client-3"), who was referred
11 to Nilsen by Client-2. These services involved, but were not limited to, the following
12 representative acts:

13 a. On or about March 10, 2019, Client-2 contacted Nilsen over
14 Facebook about assisting Client-3 with a product listing suspended by Amazon for
15 suspected fraud. Later that same date, Nilsen responded with internal information,
16 obtained from an insider, about Client-3's 3P account and the suspension action from an
17 insider, confirming that "soldiers" were assisting and further stating: "[s]trong blocked ...
18 sucks ... one of them said they need 5 minutes and they will be able to either reinstate it
19 or let me know that it will take 2-3 days." Later the same date, Nilsen sent Client-2 a
20 Facebook message containing photographs of Client-3's reinstated 3P account and
21 account information from Amazon's internal systems, along with the note: "Done
22 bro...reinstated...bammmmm."

23 b. On or about March 11, 2019, Client-3 sent Nilsen a Facebook
24 message expressing appreciation for the product listing reinstatement and discussing
25 future business together.

26 c. On or about May 22, 2019, Client-3 sent Nilsen a message over
27 Facebook requesting assistance in the suspension of a product listing on his 3P account
28 because of customer complaints, stating: "our top seller our collagen was removed from

1 our store, it's live under our second account so we didn't know what the hell was going
2 on."

3 d. On or about May 23, 2019, Nilsen sent Client-3 a Facebook message
4 about the suspension after consulting with an Amazon insider addressing the need for
5 payment. For instance, Nilsen stated: "what he is saying when he says 'it's risky' is 'This
6 case is too reckless for me to resolved [sic] without getting paid.' Just being straight up
7 with you – my advice – offer him funds & have him resolve it."

8 e. On or about May 23, 2019, an insider sent a command from his
9 Amazon workstation, resulting in the reinstatement of Client-3's suspended product
10 listing. Later the same date, Nilsen sent a Facebook message to Client-3 requesting
11 payment of \$1,000 for the reinstatement.

12 f. On or about May 23, 2019, Client-3 wired \$1,000 to a bank account
13 registered to Nilsen's company, Digital Checkmate.

14 g. On or about May 24, 2019, Kunju sent multiple separate wire
15 transfers to the insider.

16 h. On or about May 25, 2019, Kunju sent Nilsen a WhatsApp message
17 stating: "Were u able to send those funds back? ... Soldier wanted funds so I gave to him.
18 He thought the last 2k was received." On the same date, a Remitly account registered to
19 Leccese attempted to transfer \$1,000 to an India bank account registered to Kunju.

20 34. **Client-4:** On multiple occasions, Defendant's Co-defendants collaborated
21 on reinstatements, attacks, and other services for a 3P seller account ("Client-4"). For
22 instance, in January 2019, they collaborated on a reinstatement of Client-4's product
23 listing, which Amazon had suspended based on product safety concerns. This
24 reinstatement involved, but was not limited to, the following representative acts:

25 a. On or about January 7, 2019, Consultant-1 sent Nilsen a WhatsApp
26 message about assisting in the reinstatement of Client-4's product listing, a hair
27 straightener suspended for product safety issues, inquiring whether Nilsen had "someone
28 that can flip the switch" on the suspended product. Later the same date, Nilsen sent a

1 WhatsApp message to Kunju asking him to “look into” Client-4’s product suspended for
2 a “[s]afety warning or some shit.” Kunju responded affirmatively, stating: “Whatever it
3 is we will get it sorted.”

4 b. On or about January 14, 2019, Kunju informed Nilsen over
5 WhatsApp that an insider had reinstated the suspended product.

6 c. On or about January 15, 2019, Consultant-1, through his company’s
7 account, issued approximately 13 separate checks in varying amounts, totaling over
8 \$2,000, to Nilsen’s company Digital Checkmate.

9 d. On or about January 18, 2019, and on January 26, 2019, a Remitly
10 account registered to Leccece transferred \$2,900 and \$2,800, respectively, to an India
11 bank account registered to Kunju.

12 e. On or about February 1, 2019, and on or about February 2, 2019,
13 Kunju made multiple wire transfers to the insider.

Examples of Account Sabotage and Attacks

15 35. **Victim-1:** At the request of their client, Client-1, members of the
16 conspiracy collaborated on multiple attacks on a competing 3P seller (“Victim-1”) on the
17 Amazon Marketplace. For instance, in June 2018, Client-1 offered to pay \$35,000 in
18 cash to “wipe out” Victim-1’s 3P account. Through illicit conduct, members of the
19 conspiracy induced Amazon to suspend Victim-1’s seller account, thus depriving
20 Victim-1 of revenue, for a period of approximately a week. This attack involved, but was
21 not limited to, the following representative acts:

22 a. On or about June 5, 2018, Client-1 asked NUHANOVIC to
23 coordinate an attack against Victim-1, a 3P seller that competed against Client-1 on the
24 Amazon Marketplace. NUHANOVIC later requested and obtained through an Amazon
25 insider confidential information about Victim-1 misappropriated from Amazon’s
26 protected computer network.

27 b. On or about June 11, 2018, Nilsen, directly or indirectly, registered
28 the internet domain name “globebrandlawgroup.com.” The same date, Nilsen and Kunju

1 discussed in WhatsApp messages the coordinated plan to “wipe out” Victim-1’s 3P
2 account.

3 c. On or about June 13, 2018, Nilsen submitted a complaint to
4 Amazon, in which he posed as a purported member of the “Globe Brand Law Group” and
5 provided the email address BChambers@globebrandlaw.group. In the complaint, Nilsen
6 alleged that Victim-1 had infringed upon intellectual property rights licensed to “Globe
7 Brand Law Group” by a multinational technology provider. Later that same date,
8 Amazon suspended Victim-1’s 3P account.

9 36. **Victim-2:** In December 2018, members of the conspiracy collaborated on
10 and executed an attack on a 3P seller (“Victim-2”), at the request of Consultant-1.
11 According to Consultant-1, Victim-2 was a client that had failed to pay for Consultant-1’s
12 services, and Consultant-1 wanted to send Victim-2 and other clients a clear message.
13 Nilsen defaced Victim-2’s seller page with vulgar images, effectively incapacitating it on
14 the Amazon Marketplace. This attack involved, but was not limited to, the following
15 representative acts:

16 a. On or about December 27, 2018, Consultant-1 sent Nilsen a
17 WhatsApp message with the Amazon merchant identification number for Victim-2, along
18 with the note “hey got a client refusing to pay can you push masks up on the main images
19 there?” The reference to “masks” alluded to prior defacement attacks involving images
20 of the Guy Fawkes mask.

21 b. On or about December 30, 2018, Nilsen and Kunju communicated
22 and collaborated over WhatsApp about the planned attack on Victim-2, including
23 regarding what replacement images to use.

24 c. On or about December 31, 2018, Nilsen, directly or indirectly,
25 uploaded a “flat file” to Amazon’s protected computer network, resulting in the
26 modification of Victim-2’s product listing to replace the product images with lewd
27 images, including a smiley face with a raised middle finger, displayed above.
28

1 d. On or about December 31, 2018, Nilsen sent Consultant-1 a
2 WhatsApp message, stating: “Who’s got your back? *NO PAY – NO PLAY* I left him
3 one ASIN as a nice F U,” along with a screenshot of Victim-2’s defaced product listing.
4 Consultant-1 responded, “damn this guy is freaking out. I keep on telling him there is
5 nothing i can do this is the collection agency.”

6 e. On or about December 31, 2018, Nilsen sent Kunju a WhatsApp
7 message requesting that an Amazon insider restore Victim-2’s account to its original
8 form, which Kunju agreed to accomplish once the “soldier” was available.

9 37. **Victim-3:** At the request of Client-4, members of the conspiracy
10 collaborated on one or more attacks on a competing 3P seller (“Victim-3”) on the
11 Amazon Marketplace. For instance, from in or about December 2018 through at least
12 February 2019, the Defendants employed a variety of techniques, including use of
13 internal Amazon information, to successfully obtain the suspension of multiple product
14 listings and in an effort to takedown Victim-3’s account entirely. Consultant-1, on behalf
15 of Client-4, and Nilsen arranged the attack on Victim-3. The attack involved, but was not
16 limited to, the following representative acts:

17 a. On or about December 19, 2018, an Amazon insider emailed Kunju
18 and Nilsen internal information regarding Victim-3’s account obtained from Amazon’s
19 protected computer network. Later the same date, Nilsen sent the information regarding
20 VICTIM-3 received from the Amazon insider to Consultant-1 over WhatsApp.

21 b. On or about December 26, 2018, a bank account registered to
22 Consultant-1’s company wired \$25,000 to a bank account registered to Nilsen’s Digital
23 Checkmate bank account.

24 c. On or about January 31, 2019, Nilsen, Leccese, and Kunju joined a
25 WhatsApp group chat named “Takedown,” which they used to discuss Victim -3 and the
26 ongoing efforts to attack this 3P account. Among other things, they discussed using sham
27 buyer accounts, registered in others’ names or aliases, to purchase goods from Victim-3
28 and submit negative customer feedback and fraudulent complaints. The participants

1 agreed to initially target particular product listings and considered wording of negative
2 reviews that would trigger a product suspension.

3 d. On or about February 12, 2019, after Amazon had suspended one or
4 more product listings on Victim-3's 3P account based on reports of fraud, Nilsen and
5 Consultant-1 exchanged WhatsApp messages regarding this suspension and the ongoing
6 attack on Victim-3.

7 e. On or about February 16, 2019, in a WeChat chat, Nilsen solicited
8 further assistance of another consultant, located outside the United States, with whom the
9 Defendants often collaborated (“Consultant-2”), who agreed to assist in the ongoing
10 attack on Victim-3 in exchange for \$5,000. Nilsen later confirmed the \$5,000 fund
11 transfer, attaching a screenshot of the wire receipt.

12 f. On or about February 21, 2019, Nilsen and Consultant-1 discussed
13 additional product suspensions recently imposed on Victim-3 account.

14 All in violation of Title 18, United States Code, Section 371.

COUNT 2
(Filing a False Tax Return)

On or about May 20, 2019, the defendant HADIS NUHANOVIC did willfully make and subscribe a Form 1120S, U.S. Income Tax Return for an S Corporation, for the defendant's company BuddiBox LLC, which was verified by a written declaration that it was made under the penalties of perjury and which he did not believe to be true and correct as to every material matter. That document, which HADIS NUHANOVIC signed and filed with the Internal Revenue Service, stated gross receipts (Form 1120s, Line 1) for BuddiBox LLC of \$826,510.00, although HADIS NUHANOVIC knew that BuddiBox LLC had gross receipts of at least approximately \$1,446,560.46, an amount that should have flowed through to the Defendant's personal return Form 1040 U.S. Individual Income Tax Return.

All in violation of Title 26, United States Code, Section 7206(1).

FORFEITURE ALLEGATION

38. All of the allegations contained in this Superseding Information are hereby realleged and incorporated by reference for the purpose of alleging forfeiture.

4 39. Upon conviction of the offense charged in Count 1, HADIS NUHANOVIC
5 shall forfeit to the United States any property constituting, or derived from, proceeds
6 Defendant obtained directly or directly, as a result of the offense. All such property is
7 forfeitable pursuant to pursuant to Title 18, United States Code, Section 981(a)(1)(C), by
8 way of Title 28, United States Code, Section 2461(c), and includes but is not limited to a
9 sum of money in the amount of \$100,000 reflecting the proceeds Defendant obtained
10 from the offense.

40. Substitute Assets. If any of the above-described forfeitable property, as a result of any act or omission of the defendant,

- a. cannot be located upon the exercise of due diligence;
 - b. has been transferred or sold to, or deposited with, a third party;
 - c. has been placed beyond the jurisdiction of the Court;
 - d. has been substantially diminished in value; or,
 - e. has been commingled with other property which cannot be divided without difficulty,

1 it is the intent of the United States to seek the forfeiture of any other property of the
2 defendant, up to the value of the above-described forfeitable property, pursuant to
3 Title 21, United States Code, Section 853(p).

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5 DATED this 17th day of September, 2022.

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NICHOLAS W. BROWN
United States Attorney



ANDREW C. FRIEDMAN
Assistant United States Attorney



NICHOLAS MANHEIM
Assistant United States Attorney